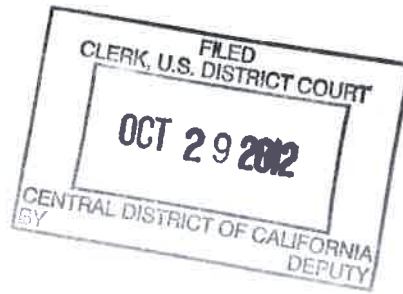


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Attorneys for Plaintiff
A'LOR INTERNATIONAL, LTD.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA



CV12-09270 *RGK HFFM*
Case No.: **

A'LOR INTERNATIONAL, LTD., a
California Limited Company, individually
and doing business as "CHARRIOL
USA,"

Plaintiff,

v.

HYDE PARK JEWELERS, INC., a
Colorado Corporation; LONDON
JEWELERS, INC., a New York Business
Corporation; CELLINI JEWELERS, a
New York Company, and DOES 1
through 10, inclusive,
Defendants.

PLAINTIFF'S COMPLAINT FOR:

1. COPYRIGHT INFRINGEMENT;
2. VICARIOUS COPYRIGHT INFRINGEMENT;
3. CONTRIBUTORY COPYRIGHT INFRINGEMENT;
4. BREACH OF IMPLIED AND/OR QUASI-CONTRACT;
5. BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

Jury Trial Demanded

1 Plaintiff, A'LOR INTERNATIONAL, LTD. ("ALOR" or "Plaintiff"), by and
2 through its undersigned attorneys, hereby prays to this honorable Court for relief and
3 remedy based on the following:

4 **INTRODUCTION**

5 ALOR is a California-based jewelry designer and dealer of great renown with
6 decades of success and a wide-ranging, worldwide client base. ALOR's designs have
7 been celebrated by media and consumers alike, and are regularly featured in luxury
8 publications and stores such as Nordstrom. As part of its business, Plaintiff creates
9 three-dimensional jewelry designs that employ its unique aesthetic, which is an
10 innovative, and appealing nautical cable motif. ALOR has the exclusive right to sell
11 its jewelry designs to its customers, and no other party is authorized to make sales of
12 product bearing Plaintiff's proprietary designs without express permission from
13 Plaintiff.

14 This is an action for injunctive relief and damages under statutory and common
15 law that arises from Defendants' breach of contract and their manufacturing,
16 importing, marketing, sale, and distribution of products that infringe ALOR's rights
17 in its jewelry designs and advertising, as described in full below.

18 **JURISDICTION AND VENUE**

19 1. This action arises under the Copyright Act of 1976, Title 17 U.S.C., § 101
20 *et seq.*

21 2. This Court has federal question jurisdiction under 28 U.S.C. § 1331 and §
22 1338 (a) and (b), and ancillary jurisdiction over the attendant claims.

23 3. Venue in this judicial district is proper under 28 U.S.C. § 1391(c) and
24 1400(a) in that this is the judicial district in which a substantial part of the acts and
25 omissions giving rise to the claims occurred.

26 **PARTIES**

1 4. Plaintiff is, and at all times herein mentioned has been, a California limited
2 company in Los Angeles County, California that does business under the name
3 "CHARRIOL USA."

4 5. Plaintiff is informed and believes and thereon alleges that Defendant Hyde
5 Park Jewelers, Inc. ("HYDE PARK") is a Colorado corporation that has and/or is
6 doing business in and with the state of California.

7 6. Plaintiff is informed and believes and thereon alleges that Defendant
8 London Jewelers, Inc. ("LONDON") is a New York business corporation that has
9 and/or is doing business in and with the state of California.

10 7. Plaintiff is informed and believes and thereon alleges that Defendant Cellini
11 Jewelers ("CELLINI") is a New York company that has and/or is doing business in
12 and with the state of California.

13 8. Plaintiff is informed and believes and thereon alleges that some Defendants,
14 DOES 1 through 3, inclusive, are manufacturers and/or vendors of jewelry, which
15 have manufactured and/or supplied and are manufacturing and/or supplying jewelry
16 comprised of Plaintiff's proprietary designs (as hereinafter defined) without
17 Plaintiff's knowledge or consent or have contributed to said infringement. The true
18 names, whether corporate, individual or otherwise of Defendants DOES 1 through 3,
19 inclusive, are presently unknown to Plaintiff, which therefore sues said Defendants
20 by such fictitious names and will seek leave to amend this complaint to show their
21 true names and capacities when same have been ascertained.

22 9. Defendants DOES 4 through 10, inclusive, are other parties not yet
23 identified who have infringed Plaintiff's copyrights, have contributed to the
24 infringement of Plaintiff's copyrights, or have engaged in one or more of the
25 wrongful practices alleged herein. The true names, whether corporate, individual or
26 otherwise, of Defendants 4 through 10, inclusive, are presently unknown to Plaintiff,
27 which therefore sues said Defendants by such fictitious names, and will seek leave to
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1 amend this Complaint to show their true names and capacities when same have been
2 ascertained.

3 10. Plaintiff is informed and believes and thereon alleges that at all times
4 relevant hereto each of the Defendants was the agent, affiliate, officer, director,
5 manager, principal, alter-ego, and/or employee of the remaining Defendants and was
6 at all times acting within the scope of such agency, affiliation, alter-ego relationship
7 and/or employment; and actively participated in or subsequently ratified and
8 adopted, or both, each and all of the acts or conduct alleged, with full knowledge of
9 all the facts and circumstances, including, but not limited to, full knowledge of each
10 and every violation of Plaintiff's rights and the damages to Plaintiff proximately
11 caused thereby.

12 11. This Court has personal jurisdiction over Defendants because they are
13 doing business in this State and District; have intentionally engaged in acts targeted
14 at this District that has caused harm in this District; have purported to enter into
15 agreements with residents of this State and District; and have purposefully availed
16 itself of the privilege of conducting activities in this State and District. In addition,
17 many of the wrongful acts complained of herein occurred in this State and District.

18 12. This Court has personal jurisdiction over Defendants DOES 1 through 10
19 because they are doing business in this State and District; they have intentionally
20 engaged in acts targeted at this District that have caused harm in this District; they
21 have purported to enter into agreements with residents of this State and District; and
22 they have purposefully availed themselves of the privilege of conducting activities in
23 this State and District. In addition, many of the wrongful acts complained of herein
24 occurred in this State and District.

25 **BACKGROUND AS TO PLAINTIFF**

26 13. ALOR has been designing unique and celebrated jewelry designs for
27 decades. It enjoys substantial success in the luxury market and expends considerable
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1 labor and expense to develop its signature pieces and structure and deploy
2 advertising and marketing campaigns to further increase market awareness for its
3 designs.

4 14. Plaintiff is the owner of a series of jewelry designs that are depicted where
5 indicated in Exhibit 1 ("Subject Designs"). Each of these designs has been registered
6 with the United States Copyright Office, or applied to be registered, and each was
7 published prior to the acts alleged herein.

8 15. Plaintiff owns in exclusivity the copyrights related to the Subject Designs,
9 as well as all attendant reproduction, adaptation, importation, marketing, and
10 distribution rights.

11 16. Plaintiff has long been marketing, distributing, offering for sale and selling
12 products bearing its distinctive nautical cable motif jewelry.

13 17. Plaintiff expended substantial time and energy in developing its line into a
14 widely recognized unique brand of jewelry with substantial goodwill and a
15 worldwide client base. Plaintiff's original works are featured in popular and
16 influential fashion magazines including, *Vogue*, *Town & Country*, *Conde Nast*
17 *Traveler*, *Vanity Fair*, *Marie Claire*, and *Allure*, and high-end regional fashion
18 magazines such as *Vegas Magazine*, *Gotham Magazine*, *L.A. Confidential*, and
19 *Ocean Drive*. Also, Plaintiff's products are sold in luxury stores such as
20 Bloomingdale's and Nordstrom, and ALOR's products have received numerous
21 awards and press recognition.

22 18. Plaintiff's copyrights in the Subject Designs are vital to Plaintiff and
23 Plaintiff will suffer irreparable harm if any third parties, including Defendants, and
24 each of them, are allowed to continue manufacturing, marketing, and selling goods
25 that infringe ALOR's copyrights in the Subject Designs.

26 19. The Subject Designs and ALOR's advertising are readily available to the
27 public on Plaintiff's on-line website, on third party websites, in Plaintiff's and third-

1 party catalogues, in magazines and other marketing outlets, and at accessory industry
2 trade shows. This advertising has been misappropriated by Defendants in an attempt
3 to further confuse the consumer, as set forth below.

4 **DEFENDANTS' INFRINGING CONDUCT**

5 **1. Copyright Infringement**

6 20. Plaintiff's investigation into the unlawful use of its proprietary designs
7 revealed that Defendants, and each of them, were purchasing, distributing,
8 importing, advertising, and selling for profit jewelry that infringed the Subject
9 Designs (hereinafter "Infringing Designs").

10 21. Attached as Exhibit 1 is a true and correct comparison of the Subject
11 Designs and the Infringing Designs sold by Defendants, and each of them.

12 22. Plaintiff is informed and believes that certain of the Infringing Designs
13 were manufactured, developed, imported, marketed, sold, and distributed by DOE
14 Defendants.

15 23. Plaintiff is informed and believes and thereon alleges that HYDE PARK,
16 LONDON, CELLINI, and/or DOE Defendants, purchased, distributed, advertised,
17 and/or sold the Infringing Designs.

18 24. Prior to the alleged infringement, Plaintiff had sold the Subject Designs to
19 its customers and otherwise publicized the Subject Designs.

20 25. Prior to the alleged infringement, Defendants HYDE PARK and
21 LONDON had direct access to the Subject Designs because they were in fact former
22 clients of Plaintiff. Defendant CELLINI had access to said designs either directly
23 through Plaintiff, through items or advertisements in the marketplace, or through a
24 third party.

25 26. Upon information and belief, Defendants', and each of their, Infringing
26 Designs have been widely promoted, marketed, offered for sale, sold and distributed
27 throughout the United States, including within this district.

1 27. Upon information and belief, the activities of Defendants complained of
2 herein are continuing, constitute willful and intentional infringement of Plaintiff's
3 copyright and are in total disregard of Plaintiff's rights.

4 28. Plaintiff is informed and believes and thereon alleges that, without
5 Plaintiff's authorization, Defendants, and each of them, procured, purchased, sold,
6 manufactured, caused to be manufactured, imported and/or distributed jewelry
7 comprised of designs which are identical to, or substantially similar to, the Subject
8 Designs, and did so willfully, with knowledge that the Subject Designs were subject
9 to ALOR's copyright, and with knowledge that their knock-off products were
10 infringing.

11 29. The use by Defendants of the Infringing Designs in connection with the
12 sale of jewelry and/or accessories has been without the consent of Plaintiff.

13 30. Plaintiff has no adequate remedy at law and is suffering irreparable harm
14 and damage as a result of acts of the Defendants in an amount thus far not
15 determined, but in excess of the jurisdictional minimum of this Court.

16 31. Plaintiff is informed and believes and thereon alleges that, without
17 Plaintiff's authorization, Defendants, and each of them, procured, purchased, sold,
18 manufactured, caused to be manufactured, imported and/or distributed jewelry
19 featuring designs which are identical, or substantially similar to, the Subject Designs.

20 32. Upon information and belief, Defendants have procured, manufactured
21 and/or imported and/or distributed, and/or marketed and/or sold the Infringing
22 Designs in interstate commerce.

23 **FIRST CLAIM FOR RELIEF**

24 **(For Copyright Infringement - Against All Defendants, and Each)**

25 33. Plaintiff repeats, realleges and incorporates herein by reference as though
26 fully set forth the allegations contained in the preceding paragraphs, inclusive, of this
27 Complaint.

1 34. Plaintiff has filed for United States Copyright Registrations for each of the
2 Subject Designs. Plaintiff internally designates style numbers to each of the Subject
3 Designs. These designs, and each of them, were offered for sale prior to the acts
4 complained of herein, and are owned exclusively by the Plaintiff.

5 35. Pursuant to 17 U.S.C. § 106 of the Copyright Act, Plaintiff, as owner of the
6 Subject Designs, possesses exclusive rights in the Subject Designs.

7 36. Plaintiff is informed and believes and thereon alleges that Defendants, and
8 each of them, had access to Plaintiff's designs, including, without limitation, the
9 Subject Designs, including, without limitation, directly through ALOR and/or its
10 subsidiaries and/or affiliates or through (a) access to Plaintiff's on-line website; (b)
11 access to widely circulated magazines that featured Plaintiff's designs (c) access to
12 illegally distributed copies of Plaintiff's designs by third-party vendors and/or DOE
13 Defendants, including without limitation international and/or overseas
14 manufacturers; (d) access to the Plaintiff's designs as sold at retail or on-line retail
15 stores; (e) access to the Plaintiff's designs as displayed by Plaintiff, and Plaintiff's
16 customers and affiliates, at fashion industry tradeshow.

17 37. Plaintiff is informed and believes that Defendants, and each of them, had
18 access to Plaintiff's designs, including but not limited to the Subject Designs,
19 because they have previously met directly with ALOR and/or purchased jewelry
20 directly from ALOR as clients.

21 38. Plaintiff is informed and believes and thereon alleges that CELLINI and
22 one or more of the Defendants manufactures jewelry and/or is a jewelry vendor.
23 Plaintiff is further informed and believes and thereon alleges that certain DOE
24 Defendant(s) has an ongoing business relationship with other Defendants and
25 supplied jewelry to other Defendants, which jewelry infringed the Plaintiff's designs,
26 including without limitation, the Subject Designs, in that said jewelry was composed
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1 of designs that were identical or substantially similar to one or more of Plaintiff's
2 designs.

3 39. Plaintiff is informed and believes and thereon alleges that Defendants, and
4 each of them, infringed Plaintiff's copyrights by procuring, creating, making and/or
5 developing directly infringing and/or unlawful derivative works from Plaintiff's
6 designs, including without limitation the Subject Designs, and by importing,
7 producing, distributing and/or selling infringing jewelry through a nationwide
8 network of customers, retail stores, catalogues and through on-line websites. This
9 conduct violated Plaintiff's exclusive rights in the Subject Designs.

10 40. Due to Defendants' acts of infringement, Plaintiff has suffered substantial
11 damages to its business in an amount to be established at trial.

12 41. Due to Defendants' acts of copyright infringement as alleged herein,
13 Defendants, and each of them, have obtained direct and indirect profits they would
14 not otherwise have realized but for their infringement of Plaintiff's designs,
15 including, without limitation, the Subject Designs. As such, Plaintiff is entitled to
16 disgorgement of Defendants' profits directly and indirectly attributable to
17 Defendants' infringement of the Subject Designs in an amount to be established at
18 trial.

19 42. Plaintiff is informed and believes and thereon alleges that Defendants, and
20 each, infringed Plaintiff's copyrights with knowledge that Plaintiff owned the
21 exclusive rights in the Subject Designs, and that Defendants' acts described herein
22 constituted infringement, and/or that Defendants, and each, were reckless at
23 minimum in committing the infringement alleged herein. Per the above, Defendants'
24 acts of copyright infringement as alleged above were, and continue to be, willful,
25 intentional and malicious, subjecting Defendants, and each of them, to liability for
26 statutory damages under Section 504(c)(2) of the Copyright Act in the sum of up to
27 one hundred fifty thousand dollars (\$150,000) per infringement. Further, Defendants,

1 and each of them, willfully and intentionally misappropriated and/or infringed
2 Plaintiff's copyrighted Subject Designs, which renders Defendants, and each of
3 them, liable for the enhanced and statutory damages as described herein and/or a
4 preclusion from deducting certain overhead costs. Within the time permitted by law,
5 Plaintiff will make its election between actual damages and statutory damages.

6 **SECOND CLAIM FOR RELIEF**

7 **(For Vicarious Copyright Infringement - Against All Defendants, and Each)**

8 43. Plaintiff repeats, realleges and incorporates herein by reference as though
9 fully set forth the allegations contained in the preceding paragraphs, inclusive, of this
10 Complaint.

11 44. Plaintiff is informed and believes and thereon alleges that Defendants, and
12 each of them, are vicariously liable for the infringements, and each of them, alleged
13 herein because they had the right and ability to supervise the unlawful manufacturing
14 and/or distribution of Infringing Designs and because they had a direct financial
15 interest in the infringing conduct.

16 45. Due to Defendants' acts of copyright infringement as alleged herein,
17 Defendants, and each of them, have obtained direct and indirect profits they would
18 not otherwise have realized but for their infringement of Plaintiff's designs,
19 including without limitation, the Subject Designs. As such, Plaintiff is entitled to
20 disgorgement of Defendants' profits directly and indirectly attributable to
21 Defendants' infringement of Plaintiff's designs, in an amount to be established at
22 trial.

23 46. Plaintiff is informed and believes and thereon alleges that Defendants, and
24 each, infringed Plaintiff's copyrights with knowledge that Plaintiff owned the
25 exclusive rights in the Subject Designs, and that Defendants' acts described herein
26 constituted infringement, and/or that Defendants, and each, were reckless in
27 committing the infringement alleged herein. Per the above, Defendants' acts of

1 copyright infringement as alleged above were, and continue to be, willful, intentional
2 and malicious, subjecting Defendants, and each of them, to liability for statutory
3 damages under Section 504(c)(2) of the Copyright Act in the sum of up to one
4 hundred fifty thousand dollars (\$150,000) per infringement. Further, Defendants, and
5 each of them, willfully and intentionally misappropriated and/or infringed Plaintiff's
6 copyrighted Subject Designs, which renders Defendants, and each of them, liable for
7 the enhanced and statutory damages as described herein and/or a preclusion from
8 deducting certain overhead costs. Within the time permitted by law, Plaintiff will
9 make its election between actual damages and statutory damages.

10 **THIRD CLAIM FOR RELIEF**

11 **(For Contributory Copyright Infringement - Against All Defendants, and Each)**

12 47. Plaintiff repeats, realleges and incorporates herein by reference as though
13 fully set forth the allegations contained in the preceding paragraphs, inclusive, of this
14 Complaint.

15 48. Plaintiff is informed and believes and thereon alleges that Defendants
16 knowingly induced, participated in, aided and abetted in, and profited from the
17 illegal reproduction and/or subsequent sales of jewelry featuring Plaintiff's designs,
18 including, without limitation, the Subject Designs as alleged hereinabove.

19 49. By reason of the Defendants', and each of their, acts of contributory
20 infringement as alleged above, Plaintiff has suffered and will continue to suffer
21 substantial damages to his business in an amount to be established at trial, as well as
22 additional general and special damages in an amount to be established at trial.

23 50. Due to Defendants' acts of copyright infringement as alleged herein,
24 Defendants, and each of them, have obtained direct and indirect profits they would
25 not otherwise have realized but for their infringement of Plaintiff's designs,
26 including without limitation, the Subject Designs. As such, Plaintiff is entitled to
27 disgorgement of Defendants' profits directly and indirectly attributable to
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1 Defendants' infringement of Plaintiff's designs, in an amount to be established at
2 trial.

3 51.Plaintiff is informed and believes and thereon alleges that Defendants, and
4 each, infringed Plaintiff's copyrights with knowledge that Plaintiff owned the
5 exclusive rights in the Subject Designs, and that Defendants' acts described herein
6 constituted infringement, and/or that Defendants, and each, were reckless in
7 committing the infringement alleged herein. Per the above, Defendants' acts of
8 copyright infringement as alleged above were, and continue to be, willful, intentional
9 and malicious, subjecting Defendants, and each of them, to liability for statutory
10 damages under Section 504(c)(2) of the Copyright Act in the sum of up to one
11 hundred fifty thousand dollars (\$150,000) per infringement. Further, Defendants, and
12 each of them, willfully and intentionally misappropriated and/or infringed Plaintiff's
13 copyrighted Subject Designs, which renders Defendants, and each of them, liable for
14 the enhanced and statutory damages as described herein and/or a preclusion from
15 deducting certain overhead costs. Within the time permitted by law, Plaintiff will
16 make its election between actual damages and statutory damages.

17 **FOURTH CLAIM FOR RELIEF**

18 **(Breach Of Implied and/or Quasi-Contract – Against HYDE PARK, LONDON)**

19 52.Plaintiff repeats, realleges and incorporates herein by reference as though
20 fully set forth the allegations contained in the preceding paragraphs, inclusive, of this
21 Complaint.

22 53.Plaintiff is informed and believes and hereon alleges that prior to the
23 infringement alleged herein, HYDE PARK and LONDON had or took access to, and
24 possession of, samples of one or more of the Subject Designs directly from Plaintiff.
25 HYDE PARK and LONDON received these samples only after agreeing, by way of
26 purchase, to Plaintiff's contractual restriction that HYDE PARK and LONDON,
27 respectively, would seek Plaintiff's authorization before creating any product

1 bearing any of the Subject Designs, and, if it was to create product bearing any of the
2 Subject Designs, it would only do so only through Plaintiff.

3 54. Plaintiff and HYDE PARK, and Plaintiff and LONDON, further
4 understood and agreed that HYDE PARK nor LONDON, would advertise, promote,
5 or publish any of the Subject Designs, or jewelry bearing any of the Subject Designs,
6 or derivative thereof, unless the products it was advertising, promoting, or publishing
7 were authorized by Plaintiff, and/or created from material for which Plaintiff was
8 paid.

9 55. HYDE PARK and LONDON, and each, when receiving access to the
10 Subject Designs, expressly and impliedly promised, pursuant to the purchase
11 agreement, to seek authorization from Plaintiff before using any of the Subject
12 Designs in any manner, and promised to pay Plaintiff for the use of any of the
13 Subject Designs if any of them chose to use any of the Subject Designs in any way.
14 This promise to pay for use of the Subject Designs was discrete from HYDE PARK
15 and LONDON's respective promises not to infringe the Subject Designs.

16 56. Plaintiff provided access to the Subject Designs to HYDE PARK, and
17 LONDON while negotiating a possible purchase by HYDE PARK and LONDON of
18 Plaintiff's products. When providing access to the Subject Designs to HYDE PARK
19 and LONDON, and each, Plaintiff clearly indicated that HYDE PARK and
20 LONDON, and each, was receiving access to the Subject Design with the condition
21 that HYDE PARK and LONDON was to tender to Plaintiff the reasonable value of
22 use of any of the Subject Designs if HYDE PARK and/or LONDON was to make
23 use of any the Subject Designs.

24 57. Plaintiff, HYDE PARK and LONDON, engaged in the transactions set
25 forth herein, wherein Plaintiff provided access to the Subject Designs to HYDE
26 PARK and LONDON with the understanding and expectation, clearly understood by
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1 said parties, that Plaintiff would first authorize, and then be paid for, any use of any
2 of the Subject Designs by HYDE PARK and/or LONDON.

3 58. Plaintiff would not have disclosed the Subject Designs to HYDE PARK
4 and/or LONDON without each party's agreement to the stipulations and conditions
5 regarding Plaintiff's authorization of, and payment receipt for, any use of any of the
6 Subject Designs HYDE PARK and/or LONDON.

7 59. Plaintiff is informed and believes and thereon alleges that, despite this
8 knowledge and understanding, HYDE PARK and LONDON created or had created,
9 purchased, distributed, advertised, and/or sold product copied from, and substantially
10 similar to, the Subject Designs, or a derivation thereof, and published, advertised,
11 sold, and promoted such products. In doing so, HYDE PARK and LONDON, and
12 each, failed to seek Plaintiff's authorization before using the Subject Designs, and
13 failed to pay Plaintiff for use of the Subject Designs, in violation of the parties'
14 express and implied agreements as to same.

15 60. Due to the above, Plaintiff has suffered general and special damages, in an
16 amount to be established at trial.

17 **FIFTH CLAIM FOR RELIEF**

18 **(Breach of Covenant of Good Faith and Fair Dealing – Against HYDE PARK,**
19 **LONDON)**

20 126. Plaintiff repeats, realleges and incorporates herein by reference, as
21 though fully set forth, the allegations contained in the preceding paragraphs of this
22 Complaint.

23 127. Plaintiff is informed and believes and thereon alleges, as set forth herein,
24 that Plaintiff entered into certain contracts and/or agreements, as discussed above,
25 with, HYDE PARK and LONDON, and Plaintiff discharged all of its obligations
26 under said agreements.

128. Plaintiff is informed and believes and thereon alleges that despite the above, said Defendants interfered with Plaintiff's rights when they later conspired with DOE Defendants to develop, distribute, market and sell a product that was copied from Plaintiff's product, infringes Plaintiff's intellectual property rights, and which competes with product offered by Plaintiff.

129. This failure was a breach of the covenant of good faith and fair dealing, and caused general and special harm to Plaintiff in an amount to be established at trial.

PRAYER FOR RELIEF

Wherefore, Plaintiff prays for judgment as follows:

Against All Defendants and With Respect to Each Claim for Relief

- a. That Plaintiff be awarded all profits of Defendant plus all losses of Plaintiff, the exact sum to be proven at the time of trial, or, if elected before final judgment, statutory damages as available under 17 U.S.C. § 101, *et seq.*;
- b. An award of actual damages sustained by Plaintiff;
- c. That Plaintiff be awarded its attorneys' fees as available under 17 U.S.C. § 101, *et seq.*;
- d. That Plaintiff be awarded pre-judgment interest as allowed by law;
- e. That Plaintiff be awarded the costs of this action;
- f. That Plaintiff be awarded such further legal and equitable relief as the Court deems proper;
- g. That an imposition of a constructive trust be entered over all products and materials bearing, in whole or in part, any of the Subject Designs, to the extent said products and materials were created, purchased, sold, advertised, or distributed in violation of Plaintiff's rights therein, as well as all registrations relating to Plaintiff's works filed by Defendants, any

1 of them, and any third parties, and all profits, monies, royalties, and any
2 other benefits derived or obtained by Defendants, or any of them, from
3 the wrongful ownership, use, purchase, sale, distribution, licensing, or
4 exploitation of Plaintiff's works of art.

5
6 Plaintiff demands a **jury trial** pursuant to Fed. R. Civ. P. 38 and the 7th
7 Amendment to the United States Constitution.

8
9 Dated: October 26, 2012

DONIGER / BURROUGHS

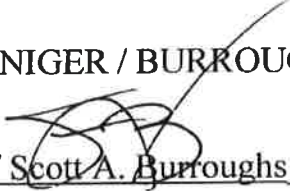
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11 By:  Scott A. Burroughs
12 Scott A. Burroughs, Esq.
13 Attorneys for Plaintiff
14 A'LOR INTERNATIONAL, LTD.
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EXHIBIT 1

INFRINGING HYDE PARK DESIGNS



ALOR SUBJECT DESIGNS







ALOR SUBJECT DESIGNS



INFRINGING LONDON DESIGNS

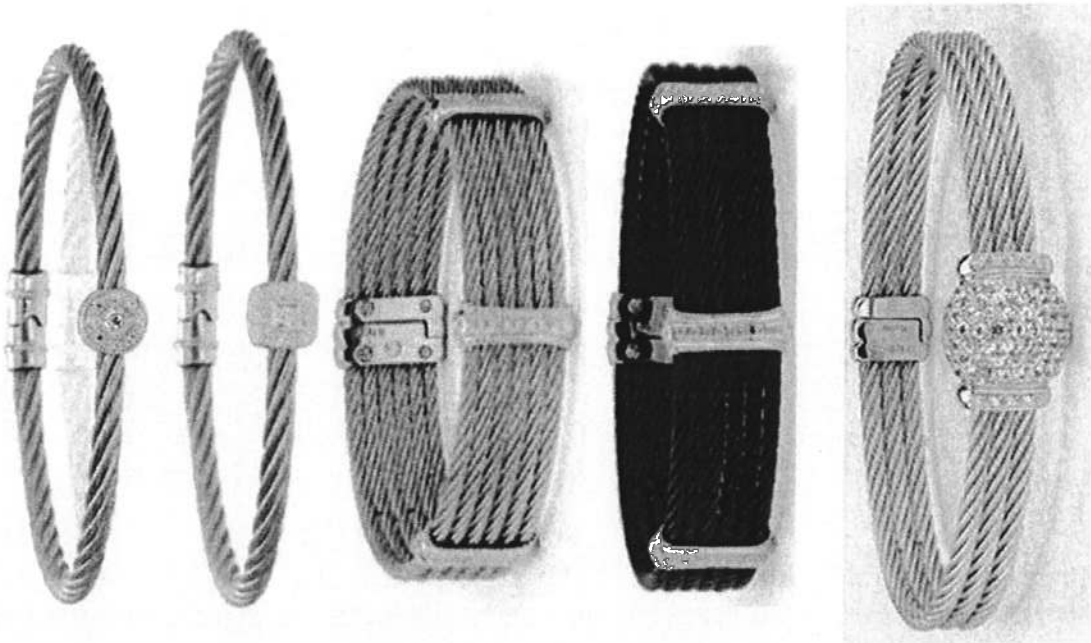
*A London gift box...
love at first sight*



Single cable bracelet, \$99. Triple cable bracelet, \$150. Rings, \$85 each. Earrings, \$75.

LONDON
J E W E L L E R S
EST 1946

Americana Manchester 618-527-7175 • Greenville 618-521-8844 • Glen Cove 618-471-3154 • East Hampton 631-325-5839 • Southampton 631-287-4499
www.londondesigners.com • www.facebook.com/LondonJewelers
All stores open Sunday, February 13th



ALOR SUBJECT DESIGNS



INFRINGING CELLINI DESIGNS

and sterling silver jewelry

Excludes Siren® collection.

19.99 ea.
Your choice genuine diamond & 14k gold accent jewelry.
Platinum plated. Reg. \$64 ea.

29.99 ea.
Your choice stainless steel & crystal bracelet. Reg. \$75 ea.

25.99
Your choice
with Silver
Sterling

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Telephone: (310) 590-1820

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

A'LOR INTERNATIONAL, LTD., a California
Limited Company, individually and doing business as
"CHARRIOL USA"

PLAINTIFF(S)

v.

HYDE PARK JEWELERS, INC., a Colorado
Corporation; et. al. [See Attached "Schedule A"]

DEFENDANT(S).

CASE NUMBER

CV12-09270

RGK(FFMX)

SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Scott A. Burroughs, Esq., whose address is DONIGER / BURROUGHS APC 300 Corporate Pointe, Ste. 355 Culver City, CA 90230. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

OCT 29 2012

Dated: _____

Clerk, U.S. District Court
JULIE PRADO

By: _____

Deputy Clerk

(Seal of the Court)



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

“SCHEDULE A”

A'LOR INTERNATIONAL, LTD., a California Limited Company, individually and doing business as “CHARRIOL USA,”

Plaintiff,

v.

HYDE PARK JEWELERS, INC., a Colorado Corporation; LONDON JEWELERS, INC., a New York Business Corporation; CELLINI JEWELERS, a New York Company, and DOES 1 through 10, inclusive,

Defendants.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) A'LOR INTERNATIONAL, LTD. a California Limited Company, individually and doing business as "CHARRIOL USA"	DEFENDANTS HYDE PARK JEWELERS, INC., a Colorado Corporation; LONDON JEWELERS, INC., a New York Business Corporation; CELLINI JEWELERS, a New York Company; and DOES 1-10.
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Stephen M. Doniger (SBN 179314) 300 Corporate Pointe, Suite 355 Scott A. Burroughs (SBN 235718) Culver City, California 90230 DONIGER/BURROUGHS, APC Tel: (310) 590-1820; Fax: (310) 417-3538	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:10%;">PTF <input type="checkbox"/> 1</td> <td style="width:10%;">DEF <input type="checkbox"/> 1</td> <td style="width:33%;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%;">PTF <input type="checkbox"/> 4</td> <td style="width:10%;">DEF <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4														
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6														

IV. ORIGIN (Place an X in one box only.)
☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from another district (specify):
 ☐ 6 Multi-District Litigation
 ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)
CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT:** \$ _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 Copyright Act of 1976, Title 17 U.S.C., § 101 et seq. - Action for misappropriation of Plaintiff's two-dimensional artwork used in the textile industry.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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CV12-09270

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
 If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
 If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
ATLOR INTERNATIONAL, LTD. -Los Angeles County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	HYDE PARK JEWELERS, INC.-Colorado LONDON JEWELERS, INC.-New York CELLINI JEWELERS-New York

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____ Date 10/26/2012

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge R. Gary Klausner and the assigned discovery Magistrate Judge is Frederick F. Mumm.

The case number on all documents filed with the Court should read as follows:

CV12- 9270 RGK (FFMx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

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NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.